

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Human Resources, Ltd.		11/02/2010	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Healthcaresource HR, Inc.		
Street Address:	400 TradeCenter		
Internal Address:	Suite 3900		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801-7463		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3033643	TESTSOURCE	
Registration Number:	2889948	HEALTHCARE SELECTION INVENTORY	
Registration Number:	3147359	HCTI HEALTHCARE CRITICAL THINKING INVENTORY	
Registration Number:	3141037	HSI HEALTHCARE SELECTION INVENTORY	
Registration Number:	3144081	HLI HEALTHCARE LEADERSHIP INVENTORY	
Serial Number:	85049416	TESTSOURCE	
CORRESPONDENCE DATA			
Fax Number:	(617)395-7070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-395-7000		
Email:	jlwtrademarks@lalaw.com		
Correspondent Name:	John L. Welch		
Address Line 1:	One Main Street		
Address Line 2:	Lando & Anastasi, LLP		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		

CH \$165.00 3033643

ATTORNEY DOCKET NUMBER:	H2056-4000
NAME OF SUBMITTER:	John L. Welch
Signature:	/johnlwelch/
Date:	11/18/2010
Total Attachments: 3 source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif source=Executed Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment, dated November 2, 2010, is entered into by Human Resource Consultants, Ltd., a Michigan corporation, having a place of business at 4344 Plainfield Ave. NE, Grand Rapids, MI 49525 (the "Assignor"), for the benefit of Healthcaresource HR, Inc., a Delaware corporation having a place of business at 400 TradeCenter, Suite 3900, Woburn, MA 01801-7463 (the "Assignee"). All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of the date hereof between the Assignee and the Assignor (the "Agreement").

WHEREAS, the Assignee and the Assignor have entered into the Agreement, pursuant to which the Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee substantially all of the assets of the Assignor, and the Assignee has agreed to assume certain of the liabilities of the Assignor; and

WHEREAS, the Assignor has used and is using the trademarks identified on Schedule A and is the owner of the trademark registrations and applications identified on Schedule A, including the goodwill of the business connected with the use of, and symbolized by, said marks;


NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor hereby assigns to the Assignee the entire right, title and interest in and to the trademark registrations and applications listed on Schedule A and the trademarks that are the subjects thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks, and all right to sue and recover for past infringements, dilution and other violations.

2. The Assignor further agrees, for itself, and its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by the Assignee to effectuate this Trademark Assignment.

[Signature page follows]

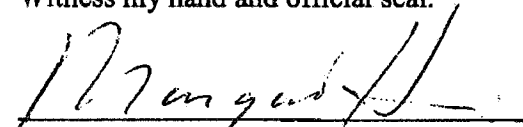
Witness my hand and seal this 2nd day of November, 2010.

By: 
Name: Richard Mark Wiersma
Title: President

STATE OF MICHIGAN)
COUNTY OF KENT)

On this 2nd day of November, 2010, before me, the undersigned notary public, personally appeared Richard Mark Wiersma, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

My Commission Expires: 11-24-2011

SCHEDULE A

Trademark Registrations in the United States

REGISTRATIONS

TRADEMARK	REGISTRATION NO.
Stylized "TestSource"	3,033,643
Stylized "HEALTHCARE SELECTION INVENTORY"	2,889,948
"HCTI HEALTHCARE CRITICAL THINKING INVENTORY"	3,147,359
"HSI HEALTHCARE SELECTION INVENTORY"	3,141,037
"HLI HEALTHCARE LEADERSHIP INVENTORY"	3,144,081

APPLICATIONS

TRADEMARK	APPLICATION NO.
HEALTHCARE LEADERSHIP INVENTORY AND DESIGN	76/601,383
HIRE FOR FIT	76/674,468
TESTSOURCE	85/049,416